

IN THE MATTER OF:

Crown Vantage Landfill Superfund Site
Alexandria Township, Hunterdon County, NJ

Georgia-Pacific Consumer Products, LP

and

International Paper Company,

SETTLING PARTIES.

SETTLEMENT AGREEMENT
FOR RECOVERY OF PAST
RESPONSE COSTS

U.S. EPA INDEX NO.
CERCLA-02-2010-2021

Proceeding Under Section 122(h) (1)
Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. § 9622(h) (1)

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

APR - 5 2011

VIA FEDERAL EXPRESS

Gary Gengel, Esq.
Latham & Watkins, LLP
One Newark Center, 16th floor
Newark, NJ 07101-3174

Re: Crown Vantage Landfill Superfund Site Settlement Agreement, U.S. EPA INDEX No. CERCLA-02-2010-2021

Dear Gary:

By this letter, I am giving you written notice, pursuant to the above referenced Settlement Agreement (attached), that the public comment period has closed. As you know, the United States Environmental Protection Agency ("EPA") received one comment, on November 22, 2010, from counsel for Rexam Inc., in opposition to its proposed settlement. On March 16, 2011, Rexam, Inc. withdrew that comment, in writing. Accordingly, there are no comments that require modification of the Settlement Agreement. As stated in Paragraph 55 of the Settlement Agreement the "[e]ffective Date of this Settlement Agreement shall be the date upon which EPA issues written notice to Settling Parties that the public comment period pursuant to Paragraph 45 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement." EPA is hereby issuing this notice pursuant to Paragraph 55, thereby triggering the Effective Date of the Settlement Agreement.

If you have any questions regarding this letter, please contact me at 212-637-3106. Thank you for your cooperation with this matter.

Sincerely,

A handwritten signature in dark ink, appearing to be "Elizabeth La Blanc", with a long, sweeping horizontal line extending to the right.

Elizabeth La Blanc
Assistant Regional Counsel

Enclosure

cc: Brian Heim, Esq.
Michael Davis, Esq.
Ryan Dahl, Esq.

CROWN VANTAGE LANDFILL SUPERFUND SITE
Alexandria Township, Hunterdon County, New Jersey
Settlement Agreement for Recovery of Past Response Costs

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I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h) (1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9622(h) (1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D, and redelegated to the Director, Emergency and Remedial Response Division, U.S. Environmental Protection Agency, Region II, by Regional Order R-1200, dated November 23, 2004.

2. This Settlement Agreement is made and entered into by EPA and Georgia-Pacific Consumer Products, LP ("GP") and International Paper Company ("IP") (collectively the "Settling Parties"). Settling Parties consent to and will not contest EPA's jurisdiction to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. EPA and Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law below.

4. This Settlement Agreement concerns the Crown Vantage Landfill Superfund Site ("Site") located in Alexandria Township, Hunterdon County, New Jersey. The Site is an abandoned, approximately ten-acre inactive landfill located off of Milford-Frenchtown Road, just south of a vacant paper mill, in Alexandria Township, Hunterdon County, New Jersey. The Site is adjacent to the northernmost section of the Delaware and Raritan Canal State Park. The Delaware and Raritan Canal foot path and a corn field bound the Site to the east. The Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

5. The landfill was utilized by Riegel Paper Company for the disposal of waste, including ash, rolls of paper, and drummed materials, beginning in the late 1930s through the early 1970s. Riegel Paper Company had both a paper division and a packaging division, and operated a packaging facility located nearby in Flemington, New Jersey, which also disposed of waste at the Site beginning in the early 1960s through the early 1970s. Some municipal solid waste may have also been deposited into the landfill. Aerial photographs of the Site beginning in 1938 reveal a path leading from Milford-Frenchtown Road to the Site.

6. During the time in which the Site was utilized for the disposal of waste, from the late 1930s through the early 1970s, it was owned and operated by Riegel Paper Company, later renamed Riegel Paper Corporation ("Riegel").

7. On September 23, 1971, Riegel, Federal Paper Board Company, Inc. ("Federal"), and Rexham Corporation ("Rexham") entered into an Agreement and Plan of Reorganization ("Reorganization Plan"). Rexham was a newly formed subsidiary of Riegel. Pursuant to the Reorganization Plan, the "packaging" business assets and liabilities of Riegel, including but not

limited to the facility in Flemington, New Jersey, were transferred to Rexham, while the "paper" business assets and liabilities of Riegel were transferred to Federal. Subsequently, Riegel merged with and into Federal, with Federal as the surviving corporation. IP is the corporate successor to Federal, and to Riegel. On February 23, 1972, Federal sold certain assets, including the Site, to a newly-formed company, Riegel Products Corporation. Through a series of name changes and mergers, Riegel Products Corporation became Fort James Operating Company. Fort James Operating Company is now known as Georgia-Pacific Consumer Products, LP, a subsidiary of Georgia-Pacific.

8. Through a complicated series of corporate transactions, Rexham became a wholly-owned subsidiary of Knightsbridge Holdings, Inc., which is now known as Rexam Inc. Rexam Inc. has legal liability for any waste shipments sent to the Site from the packaging business, including its former facility in Flemington, New Jersey.

9. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

10. The Site was proposed to be listed on the National Priorities List ("NPL") on September 23, 2004. On September 29, 2004, EPA initiated an emergency removal action to stabilize areas of the landfill face that were severely impacted by flooding. These removal activities continued through November 2004.

11. On April 27, 2005, the Site listing on the NPL became final.

12. On November 22, 2004, EPA issued a Notice of Potential Liability for the Site to Fort James Corporation and Fort James Operating Company c/o Georgia-Pacific Corporation, alleging that they may be liable pursuant to Sections 107(a) (2) and (3) of CERCLA, 42 U.S.C. § 9607(a) (2)-(3).

13. On May 26, 2005, GP f/k/a Fort James Operating Company, agreed, pursuant to an Administrative Agreement and Order on Consent for Removal Action, CERCLA Docket No. 02-2005-2017, to perform a removal action at the Site. GP designed and built a wall to stabilize the face of the landfill, secured the Site, and searched for and removed drums and other containers which were visible on the landfill face.

14. On April 12, 2005, EPA issued a Notice of Potential Liability for the Site to IP, alleging that IP may be liable pursuant to Sections 107(a) (2) and (3) of CERCLA, 42 U.S.C. § 9607(a) (2)-(3).

15. On September 9, 2005 EPA issued a Notice of Potential Liability for the Site to Rexam Inc., alleging that it may be liable pursuant to Sections 107(a) (3) of CERCLA, 42 U.S.C. § 9607(a) (3).

16. On September 26, 2007, GP agreed, pursuant to an Administrative Settlement Agreement and Order on Consent, CERCLA Docket No. 02-2007-2023, to the preparation and performance of a Remedial Investigation and Feasibility Study ("RI/FS") at the Site and to reimburse EPA for oversight costs the United States incurs during the RI/FS.

17. On December 27, 2007, EPA signed a Unilateral Administrative Order, CERCLA Docket No. 02-2008-2006 which required IP to participate and cooperate with GP in performing the removal action and the RI/FS. On January 22, 2008, that order became effective. As of the effective date of this Settlement Agreement, IP has complied with the order and is participating and cooperating with GP in performing the removal action and the RI/FS for the Site.

18. Both EPA and the Settling Parties have sought Rexam's participation and cooperation in performing response activities at the Site.

19. EPA incurred at least \$1,261,920.97 in removal costs at and/or in connection with the Site through September 26, 2007.

20. The Settling Parties are responsible parties jointly and severally liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are liable for response costs incurred or to be incurred at or in connection with the Site.

III. PARTIES BOUND

21. This Settlement Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of the Settling Parties including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Parties' responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

22. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Settlement Agreement" shall mean this Settlement Agreement. In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

c. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall mean the effective date of this Settlement Agreement as provided in Section XVII (Effective Date and Subsequent Modification).

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "Paragraph" shall mean a portion of this Settlement Agreement identified by an arabic numeral or a lower case letter.

h. "Parties" shall mean EPA and the Settling Parties.

i. "Past Response Costs" shall mean all costs incurred by the EPA in connection with the Site from when EPA first began incurring costs through September 26, 2007 plus interest on such costs.

j. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

k. "Settling Parties" shall mean Georgia-Pacific Consumer Products, LP, a Delaware limited partnership, with principal executive offices at 133 Peachtree St. NE, Atlanta, GA 30303, and International Paper Company, a New York corporation, with principal executive offices at 6400 Poplar Avenue, Memphis, TN 38197.

l. "Site" shall mean the Crown Vantage Landfill Superfund Site which is the areal extent of contamination from the release or disposal of hazardous substances, pollutants or contaminants at the Crown Vantage Landfill encompassing approximately ten acres in Alexandria Township, Hunterdon County, New Jersey, as well as all suitable areas in close proximity to the contamination necessary for implementation of response actions. The Site is depicted generally on the map attached as Appendix A.

m. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF PAST RESPONSE COSTS

23. Within 30 days of the Effective Date of this Settlement Agreement, Settling Parties shall pay to the EPA Hazardous Substance Superfund a total of \$630,960 in reimbursement of Past Response Costs, plus additional sums for interest on that amount calculated from the date of execution of this Settlement Agreement through the date of payment.

24. Payment of Past Response Costs shall be made by Electronic Funds Transfer ("EFT"). To effect payment by EFT, Settling Parties should instruct its bank to remit payment to EPA, providing the following information:

- i. Amount of Payment: **\$630,960**
- ii. EFT to be directed to: **Federal Reserve Bank of New York**
- iii. Account Code for the Federal Reserve Bank receiving payment: **68010727**
- iv. Federal Reserve Bank ABA Routing Number: **021030004**
- v. SWIFT Address: **FRNYUS33 33 Liberty Street, New York, NY 10045**
- vi. Address: **Federal Reserve Bank of New York, 33 Liberty Street, New York, NY 10045**
- vii. Field Tag 4200 of the Fedwire message should read: **"D-68010727 Environmental Protection Agency"**
- viii. Name of remitter: **Latham & Watkins LLP**
- ix. Settlement Agreement Index Number **CERCLA-02-2010-2021**
- x. Site identifier: **02-UF**

25. At the time of payment, Settling Parties shall also send notice that payment has been made to the following addressees:

United States Environmental Protection Agency
26 W. Martin Luther King Drive
Attention: Finance, MS: NWD
Cincinnati, OH 45268
E-Mail (to both): doogan.joe@epa.gov and acctsreceivable.CINWD@epa.gov

On-Scene Coordinator – Crown Vantage Landfill Superfund Site
Removal Action Branch
Emergency and Remedial Response Division
2890 Woodbridge Avenue, MS-211
Edison, NJ 08837

Site Attorney – Crown Vantage Landfill Superfund Site
Office of Regional Counsel
United States Environmental Protection Agency, Region II
290 Broadway - 17th Floor
New York, NY 10007

26. The total amount to be paid by Settling Parties pursuant to Paragraph 23 shall be deposited in the Crown Vantage Landfill Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

27. In the event that payments required by Section V (Reimbursement of Past Response Costs) are not made when due, Interest shall accrue on the unpaid balance through the date of payment.

28. If any amounts due to EPA under Section V (Reimbursement of Past Response Costs) are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA a stipulated penalty of \$1,000 per violation for each day that such payment is late. Stipulated penalties are in addition to Interest required by Paragraphs 23 and 27 of this Settlement Agreement.

29. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by EFT and in accordance with Paragraphs 24 and 25 of this Settlement Agreement. Payment of stipulated penalties shall be deposited in the Crown Vantage Landfill Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

30. Following EPA's determination that Settling Parties have failed to comply with a requirement of the Settlement Agreement, EPA may give Settling Parties written notification of the same and describe the noncompliance. EPA may send Settling Parties written demand for the payment of the penalties. However, penalties shall accrue as provided in this Section regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due pursuant to Paragraph 23 above and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

31. In addition to Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Settlement Agreement, if Settling Parties fail or refuse to comply with any requirement under this Settlement Agreement, Settling Parties shall be subject to enforcement action pursuant to Section 122(h) (3) of CERCLA, 42 U.S.C. § 9622(h) (3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

VII. COVENANT NOT TO SUE BY EPA

32. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Sections V (Reimbursement of Past Response Costs) and any amounts due under Section VI (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Settlement Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

VIII. RESERVATION OF RIGHTS BY EPA

33. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 32 above. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. liability arising from past, present or future disposal, release, or threat of release of hazardous substances outside the Site;
- e. criminal liability; and
- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

34. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

35. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or their contractors or employees, with respect to Past Response Costs or matters addressed under this Settlement Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b) (2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b) (2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of New Jersey, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

36. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 33 b, c, d & f, but only to the extent that Settling Parties' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

37. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section VII (Covenant Not to Sue by EPA).

38. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION

39. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto. Nothing in this Settlement Agreement diminishes the rights of the United States, pursuant to Section 113(f) (2) and

(3) of CERCLA, 42 U.S.C. § 9613(f) (2) – (3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f) (2).

40. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Parties. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II (Background) of this Settlement Agreement.

41. The Parties agree that this settlement constitutes an administrative settlement for purposes of Section 113(f) (2) and Section 122(h) (4) of CERCLA, 42 U.S.C. §§ 9613(f) (2) and 9622(h) (4), and that Settling Parties are entitled, as of the Effective Date of this Settlement Agreement, to protection from contribution actions or claims as provided by Sections 113(f) (2) and 122(h) (4) of CERCLA, 42 U.S.C. §§ 9613(f) (2) and 9622(h) (4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f) (3)(B), pursuant to which Settling Parties have, as of the Effective Date, resolved their liability to the United States for Past Response Costs.

42. Settling Parties agree that with respect to any suit or claim for contribution brought by them for matters related to this Settlement Agreement, they will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Parties also agree that, with respect to any suit or claim for contribution brought against them for matters related to this Settlement Agreement, they will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Parties shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

XI. SITE ACCESS

43. If the Site, or any other property where access is needed to implement response activities at the Site, is owned by Settling Parties, Settling Parties shall provide EPA and their representatives, including contractors, with access at all reasonable times to the Site, or to such other property, for the purpose of conducting any response activity related to the Site, including, but not limited to, the following activities:

- a. monitoring, investigating, removal, remedial or other activities at the Site;
- b. verifying any data or information submitted to the United States or the State of New Jersey;
- c. conducting investigations relating to contamination at or near the Site;

- d. obtaining samples;
- e. assessing the need for, planning, or implementing response actions at or near the Site;
- f. inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Parties or their agents, consistent with Section XII (Access to Information); and
- g. assessing Settling Parties compliance with this Settlement Agreement.

EPA will provide Settling Parties with reasonable advance notice of its access needs, including a description of access required and activities to be conducted. EPA will comply with reasonable Site access and security measures of Settling Parties including sign in procedures which are consistent with this Paragraph.

44. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, as well as all its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

XII. ACCESS TO INFORMATION

45. Settling Parties shall provide EPA, upon request, with copies of all records, reports, or other information (hereinafter referred to as "Records") within their possession or control or that of its contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information relating to the Site.

46. Settling Parties may assert business confidentiality claims covering part or all of the Records submitted to EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e) (7) of CERCLA 42 U.S.C. § 9604(e) (7), and 40 C.F.R. 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Parties that the Records are not confidential under the standards of Section 104(e) (7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Parties.

47. Settling Parties may assert that certain Records are privileged under the attorney-client privilege, joint defense privilege and/or any other privilege recognized by federal law. If Settling Parties assert such a privilege in lieu of providing Records, they shall provide EPA with the following: 1) the title of the Record; 2) the date of the Record; 3) the name, title, affiliation (e.g. company or firm), and address of the author of the Record; 4) the name and title of each addressee and recipient of the Record; 5) a description of the subject matter of the Record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a Record, the Record shall be

provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain the Records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Parties favor. However, no Records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

48. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrological, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XIII. RETENTION OF RECORDS

49. Until 10 years after the Effective Date of this Settlement Agreement, each Settling Party shall preserve and retain all Records of this Settlement Agreement and shall preserve and retain all Records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site, or for the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

50. After the conclusion of the document retention period in the preceding paragraph, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such Records or document, and, upon request by EPA, Settling Parties shall deliver any such Records or documents to EPA. Settling Parties may assert that certain documents, Records, or other information are privileged under the attorney-client privilege, joint defense privilege, and/or any other privilege recognized under federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the document, Record, or information; 2) the date of the document, Record, or information; 3) the name and title of the author of the document, Record, or information; 4) the name and title of each addressee and recipient of the document, Record or information; 5) a description of the subject of the document, Record, or information; and 6) the privilege asserted. However, no document, Record, or other information created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all Records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties favor.

51. By signing this Settlement Agreement, Settling Parties certify that, to the best of their knowledge and belief, they have fully complied with any and all EPA requests for information regarding the Site pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XIV. NOTICES AND SUBMISSIONS

52. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one of the Parties, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Parties.

As to EPA:

On-Scene Coordinator – Crown Vantage Landfill Superfund Site
Removal Action Branch
Emergency and Remedial Response Division
2890 Woodbridge Avenue, MS-211
Edison, NJ 08837

Site Attorney – Crown Vantage Landfill Superfund Site
Assistant Regional Counsel
Office of Regional Counsel
United States Environmental Protection Agency, Region II
290 Broadway - 17th Floor
New York, NY 10007-1866

As to Settling Parties:

Georgia-Pacific Consumer Products LP
133 Peachtree Street NE
Atlanta, GA 30303
Attn: J. Michael Davis

International Paper Company
International Place II
6400 Poplar Avenue
Memphis, TN 38197
Attn: Brian E. Heim

XV. INTEGRATION

53. This Settlement Agreement constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement.

XVI. PUBLIC COMMENT

54. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i) (3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.

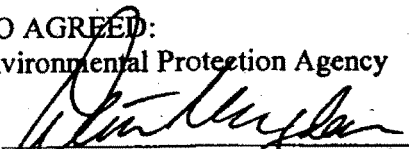
XVII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

55. The Effective Date of this Settlement Agreement shall be the date upon which EPA issues written notice to Settling Parties that the public comment period pursuant to Paragraph 54 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By:


Walter Mugdan, Director
Emergency and Remedial Response Division
U.S. EPA, Region 2

July 23, 2010
Date

FOR SETTLING PARTY:
Address:

International Paper Company
6400 Poplar Avenue
Memphis, TN

By: David M. Kiser
[Name]

7-15-10
[Date]

Vice President, EHS+S

THE UNDERSIGNED SETTLING PARTIES enters into this Agreement in the matter of U.S.
EPA docket number CERCLA-02-2010-2021, relating to the Crown Vantage Landfill Superfund
Site, Alexandria Township, Hunterdon County, New Jersey:

FOR SETTLING PARTY:

Address:

Georgia-Pacific Consumer Products, LP
133 Peachtree Street NE
Atlanta, GA 30303

By: 

[Name]

July 13, 2010

[Date]